

2-0021

Ocean County Judges of the County Court
and
Ocean County Probation Officers

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1982-1983 OCEAN COUNTY

PROBATION OFFICERS' COLLECTIVE AGREEMENT

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X 1982-1983

Article I - Agreement

This agreement is entered into this 14th day of September 1982 by and between the Assignment Judge of the Superior Court of Ocean County, New Jersey (hereinafter referred to as the Judge) and the Ocean County Probation Officers' Association (hereinafter referred to as the Association).

Article II - Recognition and Pledge Against Discrimination

Section 1

The Judge hereby recognizes the Association pursuant to Chapter 123 of the Laws of 1974, as amended, as the sole and exclusive representative of the Senior Probation Officers and the Probation Officers of the Ocean County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-5 et. seq.

Section 2

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

Article III - Salaries

Section 1

(A) Effective March 18, 1982, the minimum salary for Probation Officers shall be as follows:

- Probation Officer - - - - - \$11,100
- Senior Probation Officer - - - - - \$14,100

(B) Effective April 1, 1983, the minimum salary for Probation Officers shall be as follows:

- Probation Officer - - - - - \$11,600
- Senior Probation Officer - - - - - \$14,600

Section 2

Effective March 18, 1982, each Probation Officer or Senior Probation Officer having six months or more service in the Probation Department as of the aforementioned date shall receive an increase of 8% of his/her base salary in existence on March 17, 1982.

Section 3

Effective March 18, 1982, each Probation Officer who has served less than six months prior to the date of March 18, 1982, shall have his/her base salary raised to \$11,100.

Section 4

Effective April 1, 1983, each Probation Officer or Senior Probation Officer having six months or more service in the Probation Department as of the aforementioned date, shall receive an increase of 8% of his/her base salary in existence on March 31, 1983.

Section 5

Effective April 1, 1983, each Probation Officer who has served less than six months prior to the date of April 1, 1983, shall have his/her base salary raised to \$11,600.

Section 6

Should any other recognized county bargaining unit (as established in N.J.A.C. 19:11-3.1) which negotiates directly with the Ocean County Board of Chosen Freeholders, or (Freeholder) designee, be awarded an adjustment in salary above 3% for contract year 1983 and that award was not a result of arbitration proceedings, then in that event such increase above 3% shall also be awarded to each Probation Officer effective April 1, 1983 without the necessity of further negotiation.

Article IV - Automobiles

Section 1

As authorized by N.J.S.A. 2A:168-8, a Probation Officer when designated by the Chief Probation Officer to use his/her private vehicle on Probation Department business shall be reimbursed at the rate of twenty cents (20¢) per mile. Probation Officers authorized to use their private vehicles shall keep a monthly record specifying the dates and use, points of travel, mileage traveled and shall sign and transmit the records to the Chief Probation Officer. Forms for this purpose will be furnished by the Chief Probation Officer.

Section 2 (Motor Vehicle Use Reimbursement Escalator)

Every 3 months following inception of the contract dated March 20, 1980, the motor vehicle use reimbursement will be escalated by 1/2¢. However, if the private transportation figure of the National Consumer Price Index indicates an increase greater than 1/2¢, the adjustment will be made according to this figure. To compute the percentage increase of the private transportation figure of the N.C.P.I., January 1980 is to be used as the base year. In no case will motor vehicle use increases exceed 4¢ during the first year of the contract or 5¢ during the second year of the contract.

Section 3

Probation Officers required to use private vehicles on Probation Department business shall carry liability coverage for the use of their vehicles covering bodily injury in the amount of one hundred thousand dollars (\$100,000) for each person and three hundred thousand dollars (\$300,000) for each occurrence and property damage in the amount of fifty thousand dollars (\$50,000) for each occurrence. Each Probation Officer shall receive an annual allowance of \$100 to help defray the costs of this coverage. Possession of such coverage shall be verified by submission to the Chief Probation Officer of proof from the carrier's agent that the additional insurance coverage is being provided. The annual allowance shall be reimbursed by voucher semi-annually on October 1 and April 1 of each year of the agreement and payment will be prorated accordingly.

Article V - Clothing and Telephone Allowance

Section 1

To maintain proper court room decorum, each Probation Officer shall receive a \$450 clothing allowance in 1982 and in 1983. This allowance shall be paid upon submission of a voucher semi-annually on October 1 and April 1 of each of the contract years.

Section 2

Each Probation Officer may charge business telephone calls from their home to the Probation Department number in accordance with rules prepared by the Chief Probation Officer. Vouchers shall be submitted according to existing county regulations and proof of placement and cost of the toll calls shall be recorded on these vouchers and submitted to the Chief Probation Officer.

Article VI - Tuition Reimbursement

Section 1

Probation Officers shall receive financial reimbursement for graduate level courses taken at an accredited college or university contingent upon the following rules and regulations:

- a. Prior approval for desired courses and/or alternate courses must be secured in writing from the Chief Probation Officer;
- b. The courses taken must be in the fields of Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or in a **field of study related to probation** as determined by the Chief Probation Officer and approved by the Judge;
- c. Probation Officers must receive a passing grade in the course in order to be entitled to any reimbursement and must submit proof to the Chief Probation Officer;

- d. The amount of reimbursement will be eighty percent (80%) of total tuition and mandatory tuition fees of the approved courses, not to exceed four hundred (\$400) per semester (spring, fall or summer).
- e. Only two classes per semester shall qualify for reimbursement.

Section 2

The tuition reimbursement program described in Section 1 shall be considered a fund of last resort, subject to the availability of other funds. Tuition reimbursement shall be paid upon submission of a voucher after successful completion of the course.

Section 3

In order to be entitled to tuition reimbursement, the Probation Officer must be an employee of the Probation Department at both the time of registration and the time of course completion.

Article VII - Educational Awards

Section 1

Probation Officers who have, or who shall hereafter obtain a Master's Degree from an accredited college or university in Sociology, Psychology, Criminology, Criminal Justice, Corrections, Social Work, Public Administration or a field of study related to probation and as determined by the Chief Probation Officer and approved by the Judge (with at least fifty percent (50%) of the credits being taken in the approved curriculum) shall be entitled to an annual award of eight hundred and fifty dollars (\$850). This award shall be prorated to the end of the calendar year in which the degree was attained, provided there is a submission of evidence of such attainment to the Chief Probation Officer.

Section 2

The decision of the Chief Probation Officer and the Judge as to the fields of study eligible under this article shall be final and not subject to further appeal.

Section 3

It is mutually agreed between the parties that no educational stipend may be received until such time as the officer completes the required credits for the Master's Degree. This award shall be limited to one graduate degree per Probation Officer.

Article VIII - Longevity

Probation Officers shall continue to receive longevity payments as are granted to Ocean County employees. If during the period covered by this agreement the County grants to its employees any increase in longevity payments, such increase shall simultaneously be awarded to Probation Officers.

Article IX - Promotional Increment

During the term of this agreement, a Probation Officer receiving a promotion to Senior Probation Officer shall receive a salary adjustment of 7% of his/her base salary in existence on the date of the promotion or shall receive the minimum salary in existence for that position, whichever is greater.

Article X - Holidays

Section 1

Probation Officers shall be entitled to all legal holidays and such other days off as shall be determined by the judiciary. Pursuant to N.J.S.A. 36:1-1, these thirteen (13) legal holidays shall include:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Armistice or Veterans' Day
Thanksgiving Day
Christmas Day;

and/or the listed holidays as per county policy.

Section 2

If a Probation Officer is required to work on a legal holiday or on another day approved by the Judiciary as a day off, the officer shall be granted an equivalent amount of time off on a later date.

Section 3

During inclement weather or other emergencies, Probation Officers are subject to reporting for duty pursuant to the directive issued by the Assignment Judge on February 15, 1978.

Article XI - Vacation and Other Leave Credits

Section 1

Pursuant to R. 1:30-5(b), Probation Officers of the Ocean County Probation Department shall receive the same vacation credits as are provided to other employees of the county.

Section 2

Probation Officers shall receive three (3) days personal leave which may be used for personal business upon receiving permission from the Chief Probation Officer. Personal leave must be used as full-day units and only in the year in which the leave is granted or be forfeited---it may not be accumulated. If during the period covered by this agreement, the county grants to its employees any increase in personal leave, such increase shall simultaneously be awarded to Probation Officers.

Section 3

Probation Officers shall receive the same sick leave credits as are provided to other employees of the county. Additionally, Probation Officers shall be entitled to reimbursement of unused sick leave at retirement in accordance with the provisions of the program initiated by Ocean County.

Section 4

Probation Officers shall receive up to three (3) days leave in the event of a death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, and any other member of the immediate household, such leave being separate and distinct from any other leave. All such leave will not be taken until the immediate supervisor is notified of the instance of bereavement.

Article XII - Health and Welfare Benefits

Probation Officers shall continue to be provided with all health and welfare benefits presently granted to Ocean County employees. These benefits, consistent with county policy, presently include but are not limited to a non-contributory medical health insurance plan, a non-contributory major medical health insurance plan, and a vision plan (for permanent employees effective April 1, 1982).

A. If during the term of this agreement the county grants to any of its employees a dental plan, this benefit shall simultaneously be awarded to Probation Officers and implemented consistent with county policy.

Article XIII - Provisional Appointment

Pursuant to Civil Service Rule 4:1-7.3(c), any Probation Officer who receives a provisional appointment from the Judge to serve for an extended or

indefinite period in a position higher than his permanent position shall be entitled to and receive the promotional increment as per Article IX, Section 1, of this agreement for the higher position during such appointment is in effect.

Article XIV - Meetings

Representatives of the Association may meet with the Chief Probation Officer and the Probation Liaison Judge upon the request of any party to discuss matters of specific interest and concern that do not necessarily involve a grievance or complaint. The party requesting the meeting shall prepare a written agenda and shall submit it to the other parties for their review prior to the scheduling of a meeting date.

Article XV - Suspensions

No Probation Officer shall be suspended unless said suspension is imposed in strict accordance with the Civil Service rules and regulations governing such matters, e.g., 4:1-16.7.

Article XVI - Notice of Vacancies and Transfers

Section 1

When a vacancy in a promotional position occurs in a section or division, the unit head will alert the section or division staff as to the vacancy. The Association may then have Probation Officers submit letters of interest to the appropriate Principal Probation Officer for transmittal to the Chief Probation Officer.

Section 2

Any Probation Officer desiring to transfer to another position within the Probation Department may submit, in writing, a request for transfer incorporating reasons for same to the officer's Principal Probation Officer for transmittal to the Chief Probation Officer.

Article XVII - Grievance Procedure

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, the parties agree that a complaint or grievance of any Probation Officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall first be taken to the officer's immediate supervisor, e.g., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer; who shall acknowledge its receipt within three (3) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent.

Step 3

If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose, within ten (10) working days of the decision of the Chief Probation Officer, to utilize one of the following two options for a final determination of the grievance:

- (a) The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency, provided that the Commission agrees to hear the case;
- (b) He may appeal to the Assignment Judge or a Superior Court Judge acting on his behalf in which case the decision of the Judge shall be final and shall be rendered with reasonable promptness. The Judge may designate any court employee or other representative who is not an employee of the Courts to hear and make recommendations to them for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing, or by a bona fide member of the Association designated to represent him pursuant to this agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by another statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5-3)

Article XVIII - Promotional Policy

The basis for promotions will be standardized classifications and specifications for all Probation Officer ranks agreed upon by the New Jersey Department of Civil Service in cooperation with the Administrative Office of the Courts, dated May 12, 1966.

Article XIX - Manpower and Temporary Employees

Manpower and temporary employees shall receive the applicable salary and compensable fringe benefits for the Manpower or temporary titles they hold.

Article XX - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provision or provisions so effected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the item so severed.

Article XXI - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties of all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by the mutual consent and upon the happening of some unforeseen event.

Article XXII - Fully-Bargained Provision

This agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. All matters that were or could have been negotiable have either been dropped or have been incorporated into this agreement. Neither party shall be required to renegotiate any part of this agreement until the expiration date of this agreement.

Article XXIII - Duration of Contract

Section 1

The provisions of this agreement shall become effective on March 13, 1982 and shall remain in full force and effect until April 1, 1984. By mutual concurrence of the parties, the provisions may be continued for an additional time period.

Section 2

A written notice to terminate or modify this contract is required to be given at least sixty (60) days prior to April 1, 1984.

In witness to this agreement, the parties to it have affixed their signatures this 14th day of SEPTEMBER 1982.

Assignment Judge

For the Association

Arthur J. Blake
Hon. Arthur J. Blake, AJSC

Candace Tice
Candace Tice
Negotiator

John C. Bartlett, Jr.
John C. Bartlett, Jr.
Freeholder Director

Timothy Bowditch
Timothy Bowditch
Negotiator

Harold J. Kyne, Jr.
Harold J. Kyne, Jr.
Clerk of the Board

Eric R. Muniz
Eric Muniz
President

R E S O L U T I O N

September 15, 1982

BE IT RESOLVED by the BOARD OF CHOSEN FREEHOLDERS of the COUNTY OF OCEAN, STATE OF NEW JERSEY, that the Director and Clerk of this Board are hereby authorized and directed to execute a collective bargaining agreement between the County of Ocean and the Probation Officers, which is effective April 1, 1982 through March 31, 1984.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be sent to the County Treasurer, Department of Employee Relations, and the Union representatives.

I certify the foregoing to be a true copy of a Resolution adopted by the Board of Chosen Freeholders of the County of Ocean on the

15th day of September 1982

Harold J. Byrne Jr. Clerk